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12 UNITED STATES BANKRUPTCY COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

In re:

15 PG&E CORPORATION,

16 - and -

PACIFIC GAS AND ELECTRIC COMPANY,

17 Debtors.

- 18 Affects PG&E Corporation
 Affects Pacific Gas and Electric Company
 Affects both Debtors

19 * *All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Case No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administered)

20 STIPULATION ENLARGING TIME
21 FOR MUHAMMED ISLAM AND
22 MUHAMMED RAEEQ TO FILE
23 PROOFS OF CLAIM

24 [Related to Dkt. Nos. 8192-93]

25 Resolving Motion set for Hearing on July
26 21, 2020 at 10:00 am PT

1 PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the
2 “**Utility**”), as debtors and debtors in possession (collectively, the “**Debtors**”) in the above-
3 captioned cases (the “**Chapter 11 Cases**”), on the one hand, and Muhammed Islam and
4 Muhammed Rafeeq (“**Movants**”), on the other hand, by and through their respective counsel,
5 hereby submit this stipulation (the “**Stipulation**”) for an order enlarging the time for Movants to
6 file proofs of claim in the Chapter 11 Cases as set forth herein. The Debtors and Movants are
7 referred to in this Stipulation collectively as the “**Parties**,” and each as a “**Party**.**”** The Parties
8 hereby stipulate and agree as follows:

9 **RECITALS**

10 A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced these Chapter 11
11 Cases in the United States Bankruptcy Court for the Northern District of California (the
12 “**Bankruptcy Court**”).

13 B. By Order dated July 1, 2019 [Docket No. 2806] (the “**Bar Date Order**”), the
14 Bankruptcy Court set October 21, 2019 at 5:00 p.m. (Prevailing Pacific Time) (the “**Original Bar**
15 **Date**”) as the deadline in these Chapter 11 Cases for filing proofs of claim in respect of any of
16 prepetition claim (as defined in section 101(5) of the Bankruptcy Code) against either of the Debtors,
17 including all claims of Fire Claimants,¹ Wildfire Subrogation Claimants, Governmental Units (as
18 defined in section 101(27) of the Bankruptcy Code), and Customers, and for the avoidance of doubt,
19 including all secured claims and priority claims.

20 C. By Order dated November 11, 2019, the Bankruptcy Court extended the Bar Date
21 until December 31, 2019 at 5:00 p.m. (Prevailing Pacific Time), solely for the benefit of any non-
22 governmental Fire Claimants who had not filed proofs of claim by the Original Bar Date.

23 D. By Order dated June 20, 2020 [Dkt. No. 8053] the Bankruptcy Court confirmed the
24 *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization Dated June 19,*
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26 _____
27 ¹ Capitalized terms used but not otherwise herein defined have the meanings ascribed to such terms
in the Bar Date Order or the Plan (as defined below), as applicable.
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1 2020 (as may be further modified, amended or supplemented from time to time, and together with
2 any exhibits or scheduled thereto, the “**Plan**”).

3 E. On June 29, 2020, Movants filed the *Motion to Allow Late Filing of Proof of Claim*
4 [Dkt. No. 8192] (the “**Motion**”), in which Movants assert they should be permitted to file late claims
5 for damages allegedly sustained as a result of the Camp Fire (the “**Asserted Claims**”). The Motion
6 is set for hearing on July 21, 2020 (the “**Hearing**”). *See* Dkt. No. 8193.

7 F. On June 29, 2020, Muhammed Islam filed Proof of Claim No. 105816, and
8 Muhammed Rafeeq filed Proof of Claim No. 105818, on account of their respective Asserted Claims
9 that are the subject of the Motion (the “**Proofs of Claim**”).

10 G. The Debtors have raised with Movants certain informal objections to the relief
11 requested in the Motion.

12 H. The Fire Victim Trustee has reviewed the Stipulation and, based on the facts
13 presented in the Motion, has no objection to the agreements set forth herein or to entry of an Order
14 approving the terms of the Stipulation.

15 I. The Parties hereto desire to resolve their issues regarding the Motion.

16 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE**
17 **INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS**
18 **STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE**
UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE BANKRUPTCY COURT
TO ORDER, THAT:

19 1. The Proofs of Claim shall be deemed timely filed.

20 2. Nothing herein is intended to, nor shall it be construed to be, a waiver by the Debtors
21 or any other party in interest of any right to (i) object to the Asserted Claims or the Proofs of Claim
22 on any grounds other than the untimely filing thereof, or (ii) seek to reclassify the Proofs of Claim.

23 3. Nothing herein is intended to, nor shall it be construed to be, a waiver by Movants of
24 their right to seek to reclassify the Proofs of Claim or to assert any other right in contravention to or
25 in opposition of any asserted challenge to the Proofs of Claim.

26 4. Upon entry of an Order approving the terms of this Stipulation, the Motion shall be
27 deemed withdrawn with prejudice, and the Hearing vacated.

1 5. In the event that the terms of this Stipulation are not approved by the Bankruptcy
2 Court, it shall be null and void and have no force or effect and the Parties agree that, in such
3 circumstances, this Stipulation shall be of no evidentiary value whatsoever in any proceedings.

4 6. This Stipulation shall be binding on the Parties and each of their successors in
5 interest.

6 7. This Stipulation shall constitute the entire agreement and understanding of the Parties
7 relating to the subject matter hereof and supersede all prior agreements and understandings relating
8 to the subject matter hereof.

9 8. This Stipulation may be executed in counterparts, each of which shall be deemed an
10 original but all of which together shall constitute one and the same agreement.

11 9. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or
12 controversies arising from this Stipulation or any Order approving the terms of this Stipulation.

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1 Dated: July 6, 2020
2 WEIL GOTSHAL & MANGES LLP
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4 /s/ Matthew Goren
Matthew Goren, Esq.
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6 *Attorneys for Debtors
and Debtors in Possession*
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Dated: July 6, 2020
COREY, LUZAICH DE GHETALDI &
RIDDLE LLP

/s/ Amanda L. Riddle
Amanda L. Riddle, Esq.

*Attorneys for Muhammed Islam and
Muhammed Rafeeq*